

[] AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: (1) STOKELY D. MILLER

Case No. 19-22453

Chapter 13

(2)
Debtor(s).

CHAPTER 13 PLAN

ADDRESS: (1) 1558 Charles Bryant Rd. (2) _____
Cordova, TN 38018 _____

PLAN PAYMENT:

DEBTOR (1) shall pay \$ 180.00 (x) weekly, () every two weeks, () semi-monthly, or () monthly, by:

() PAYROLL DEDUCTION from: Kroger OR () DIRECT PAY
1014 Vine Street
Cincinnati, OH 45202

DEBTOR (2) shall pay \$ _____ () weekly, () every two weeks, () semi-monthly, or () monthly, by:

() PAYROLL DEDUCTION from: _____ OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] () YES (x) NO
- (B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [see plan provision #7 and #8] (X) YES () NO
- (C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. () YES (x) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: () Include in Plan; OR (x) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by () Debtor(s) directly, () Wage Assignment, OR () Trustee to: Monthly Plan Payment

_____ ; ongoing payment begins _____ \$ _____
Approximate Arrearage: \$ _____ \$ _____
_____ ; ongoing payment begins _____ \$ _____
Approximate Arrearage: \$ _____ \$ _____

5. PRIORITY CLAIMS:

_____ Amount: \$ _____ \$ _____
_____ Amount: \$ _____ \$ _____

6. HOME MORTGAGE CLAIMS: () Paid directly by Debtor(s) OR () Paid by Trustee to:

_____ ; ongoing payment begins _____ \$ _____
Approximate Arrearage: _____ Interest _____ % \$ _____
_____ ; ongoing payment begins _____ \$ _____
Approximate Arrearage: _____ Interest _____ % \$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a) (5)] Value of Collateral: Rate of Interest Monthly Plan Payment:

Enterprise \$10,000.00 % \$ 300.00
_____% \$ _____
_____% \$ _____

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]

	<u>Value of Collateral:</u>	<u>Rate of Interest</u>	<u>Monthly Plan Payment:</u>
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED: STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

Collateral: _____
Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	<u>Amount:</u>	<u>Rate of Interest</u>	<u>Monthly Plan Payment:</u>
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

_____ () Not provided for **OR** () General unsecured creditor
_____ () Not provided for **OR** () General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$44,000.00 :

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

() _____%, **OR**

(X) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

_____ () Assumes **OR** () Rejects
_____ () Assumes **OR** () Rejects

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/Ellen E. Fite

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

DATE: 03/25/2019